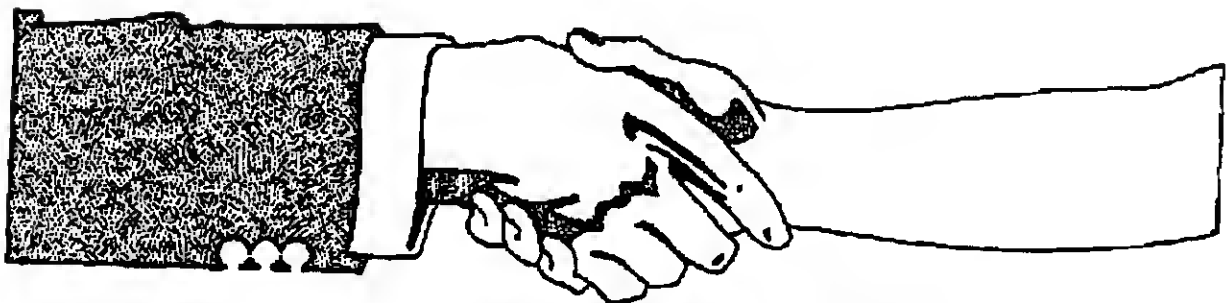

Agreement 1992 - 1995

between
THE BOARD OF TRUSTEES
of
GLOUCESTER COUNTY COLLEGE
and
THE GLOUCESTER COUNTY COLLEGE
FEDERATION OF TEACHERS
WHICH IS AFFILIATED WITH
AFT, AFL-CIO



Gloucester
County College

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1 which case, such service shall be covered by the contract) and
2 such professional personnel who are or become responsible for
3 supervisory or evaluative duties with respect to other
4 professional personnel. The term "unit member" when used here
5 and after in this Agreement, shall refer to all members of the
6 designated bargaining unit and reference shall include both
7 male and female members. To the extent required by statutes,
8 there shall be no discrimination by either the Board the
9 Federation based on age, sex, race, color, creed, religion,
10 handicaps, national origin, or political affiliation.

11 1.2 Contrary to Law

12 If any provision of this agreement or any application of the
13 agreement to any unit member or group of unit members shall be
14 found contrary to law, then such provision or application
15 shall be void, but all other provisions or applications of
16 this agreement shall continue in full force and effect.

17 1.3 Amendment

18 Should the parties agree to an amendment of this agreement
19 such amendment shall be reduced to writing, submitted to
20 ratification procedures of the Board and the Federation, and
21 if ratified by both parties, become part of the agreement.

22 1.4 Released Time for Negotiations

23 When mutually determined negotiating meetings are planned
24 during instructional hours, not more than four members of the
25 Federation Negotiations Team may be granted released time.
26

1 1.5 Budget Information

2 In order for the Federation to represent unit members, the
3 Board will make available to the Federation upon written
4 request:

5 (a) The number of unit members within each salary schedule
6 classification and their appropriate salaries; and

7 (b) Other reports within the public domain.

8
9 1.6 Selection of Negotiators

10 Neither party in any negotiations shall have any control over
11 the selection of the negotiating representatives of the other
12 party. Negotiating teams at any one bargaining session are
13 not to exceed four members. The parties mutually pledge that
14 their representatives shall be clothed with all necessary
15 power and authority to make and consider proposals and make
16 counter proposals. Either party may bring in not more than
17 two consultants for a particular item of discussion.

18
19 1.7 Copies of Agreement

20 Copies of this agreement shall be reproduced by the Board and
21 distributed to all unit members now employed or hereafter
22 employed, upon notice of appointment for the duration of this
23 agreement. The Board will supply twenty-five copies to the
24 Federation. Candidates for employment who have been offered
25 a position by the Board will be furnished a copy of the
26 Agreement between the College and the Gloucester County

College Federation of Teachers along with their contract of
employment.

ARTICLE II

Rights of Parties

2.1 Right to Organize

Nothing contained herein shall be construed to deny or restrict the rights of unit members under the New Jersey Statutes Annotated, Title 18A or other applicable laws and regulations. The rights granted and duties inferred herein shall be deemed to be in addition to those provided elsewhere. However, the Board retains all rights not specifically conferred upon the Federation.

2.2 Right to Negotiate

Unit members as described in Article I have the right freely to organize, join and support the Federation for the purpose of engaging in collective negotiation and other concerted activities for mutual aid and protection or to refrain from same.

2.3 Federation Business

Duly authorized representatives of the Federation shall be permitted to transact official Federation business and conduct meetings on College property at reasonable times; where such business does not interfere with the operation of the College or with the performance of the unit members' duties. The College shall provide a single faculty office to be used by the President of A.F.T. No charge shall be made for the Federation's use of College facilities.

1 2.4 Use of Facilities and Equipment

2 The Federation may use College facilities and equipment, such
3 as typewriters, mimeographing machines, other duplicating
4 equipment, calculating machines and AV equipment, at the
5 convenience of the President of the College or his designees.
6 No equipment shall be removed from the premises without
7 written permission. Payment shall be made for any expendable
8 supplies used for Federation purposes, and the Federation
9 shall be liable for damage to any equipment used for said
10 purposes. A request of the Federation shall be not
11 unreasonably denied.

12 2.5 Posting of Federation Notices

13 The Federation shall be assigned a bulletin board for its sole
14 use. The Federation shall be permitted to use College mail
15 facilities for the distribution of communications within the
16 College.

17 2.6 Continuing Consultation Clause

18 A committee of three administrators composed of the president
19 of the College (or his designee) and two other college
20 administrators appointed by the President of the College, and
21 three representatives of the Federation composed of the
22 President of the Federation (or his designee) and two other
23 members of the Federation appointed by the President of the
24 Federation will meet on four occasions per academic year,
25 during October, December, February and April to discuss
26 administration of this agreement and/or problems of mutual

1 concern. Initiation can be made by either party requesting a
2 date(s) convenient to both parties and such letter of
3 initiation shall suggest agenda items for discussion. The
4 responding party may also suggest additional items for
5 inclusion in the agenda and/or alternate dates.

6 2.7 Representation Fee for Non-members

7 (a) The Federation President shall submit to the college
8 personnel office a list of names of employees covered by this
9 contract who are not currently dues paying members. The
10 college, in compliance with State law and this agreement, will
11 deduct from such unit members' pay a representation fee equal
12 to 85% of the amount set for Federation members. (This amount
13 will be determined by the Federation Constitution, and is to
14 be paid by payroll deduction.)

15 (b) It is agreed by the parties to this Agreement that the
16 Board shall have no other obligation or liability, financial
17 or otherwise, (other than set forth herein) because of actions
18 arising out of the understandings expressed in the language of
19 this Article. It is further understood that once the funds
20 deducted are remitted to the Federation, the disposition of
21 such funds thereafter shall be the sole and exclusive
22 obligation and responsibility of the Federation.

23 (c) The Federation agrees that it has established or will
24 establish a procedure by which a non-member employee in the
25 unit can challenge the representation fee in accordance with
26 N.J.S.A.34: 13A-5.6. In the event that a challenge is filed,

1 the deductions of the representation fee shall be held in
2 escrow by the Board pending a final resolution of the
3 challenge.

4 (d) The Federation shall indemnify and save the Board (and
5 College) harmless against any and all claims, demands, suits
6 or other forms of liability including reasonable legal and/or
7 representation fees resulting from any of the provisions of
8 this Article on in reliance on any list, notice or assignment
9 furnished under this Article.

10 2.8 Board's Authority

11 The Board hereby retains and reserves unto itself, without
12 limitation, all powers, rights, authority, duties and
13 responsibilities conferred upon and vested in it prior to the
14 signing of this Agreement by the laws and the Constitution of
15 the State of New Jersey and of the United States.

1
2
3 **ARTICLE III**

4 **Faculty Assignments and Responsibilities**

5 3.1 **Academic Calendar**

6 The President shall prepare a tentative academic calendar and
7 submit a copy thereof to the Federation of Teachers at least
8 four weeks prior to submission to the Board. Within two
9 weeks, the Federation of Teachers shall submit in writing its
10 comments and recommendations to the President. The President
11 and the Board shall consider such comments and recommendations
12 before the Board adopts the calendar. No changes (other than
13 emergencies) shall be made in the current semester system
14 without first consulting with the Federation.

15 3.2 **Working Hours**

16 (a) The basic load assignment of any teaching member shall
17 span no more than eight and one-half (8 1/2) hours from
18 the beginning of the first class to end of the last class
19 in the same day, and no more than five consecutive days
20 per week. Permission for exceptions to the above must be
21 secured from the Federation President.

22 (b) The normal work week will be Monday through Friday,
23 except when weekend assignments are necessary to complete
24 the teaching member's basic load. In this case, the work
25 load shall span no more than five consecutive days. Any
26 extension of this time will be by mutual agreement of the

1 teaching member concerned and the college administration.
2 Nothing herein precludes some teaching members being
3 scheduled less than five days.

4 (c) An overload is not a part of the basic load.

5 (d) In the event that all campus-based classes are canceled
6 for any emergency, no unit member who is scheduled for
7 on-campus assignment is required to work for the duration
8 of said cancellation. In addition, in the event that any
9 off-campus facility to which an employee is assigned is
10 declared officially closed for any emergency, no unit
11 member who is assigned to such facility will be required
12 to work for the duration of said cancellation.

13 3.3 Faculty Teaching Assignments

14 (a) The assigned base load shall be fifteen contact hours per
15 semester where credit hours are equal to contact hours.

16 (b) The assigned base load shall be no more than eighteen
17 contact hours per semester where credit hours are less
18 than contact hours. (Physical Education is to be
19 excepted from this provision.)

20 (c) A faculty member will be permitted to teach standard
21 overload not to exceed eight (8) contact hours per
22 semester. Any unit member assigned to teach courses in
23 excess of base load may designate which of those courses
24 will be treated as base load, so long as the courses for
25 base load fall within the definition of Working Hours in
26 Section 3.2. In no case will teaching faculty members be

1 assigned non-teaching responsibilities in base load
2 without the consent of the individual faculty member.
3 Where faculty members request the assignment of non-
4 teaching responsibilities in lieu of base load, and the
5 administration agrees, the Federation President will be
6 notified and his concurrence obtained prior to the
7 effective date of the assignment.

(d) Any faculty member who teaches a part of his/her base load in Allied Health and Lab Oriented courses shall have a base load between fifteen and eighteen contact hours per semester per the following formula:

$$\text{Course Credit} = \frac{\text{Contact} \times \text{Contact Differential}}{\text{Adjusted Base Load}^*}$$

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| 15 | 0 | 15 |
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| 11 | 4 | 15.8 |
| 10 | 5 | 16 |
| 9 | 6 | 16.2 |
| 8 | 7 | 16.4 |
| 7 | 8 | 16.6 |
| 6 | 9 | 16.8 |
| 5 | 10 | 17 |
| 4 | 11 | 17.2 |
| 3 | 12 | 17.4 |
| 2 | 13 | 17.6 |
| 1 | 14 | 17.8 |
| 0 | 15 | 18 |

* Lecture courses within the basic load arrangement will be tallied first when computing the adjusted base load.

1 (e) A faculty member will be permitted to teach standard
2 overload not to exceed eight (8) contact hours per
3 semester excluding Academic Advisement, Program
4 Coordinating and Coop/Independent Study. Overload
5 assignments made prior to pre-registration shall be
6 reviewed by Chairpersons. Overload assignments made
7 after preregistration by the appropriate Chairperson
8 shall be made on a fair and equitable basis. Full-time
9 teaching faculty members shall be given first
10 consideration to all "standard overloads." The usual
11 maximum for summer session courses shall be the standard
12 overload.

13 (f) The Federation President shall be given the opportunity
14 to review and raise exceptions to the tentative faculty
15 teaching assignment and overload lists prior to the
16 beginning of each semester or session. It is expressly
17 understood that final determination concerning teaching
18 assignment and appointment to overload resides with the
19 employer provided that the expressed provisions of the
20 contract are not violated. When the masterschedule is
21 published, a copy will be supplied to the Federation
22 President.

23 (g) Acknowledging that innovation and change may require
24 modification of work requirements, then in accordance
25 with the provisions of Chapter 303, Public Law of New
26 Jersey, 1968, and including Chapter 123, Public Law,

1 1974, State of New Jersey, the following procedure shall
2 be used for determining the appropriate compensation for
3 those faculty members represented by the Federation:

4 1. At least twenty (20) calendar days prior to the
5 change, the Federation shall be notified in writing.
6 Within ten (10) calendar days of the time of such notice
7 the Federation President may request in writing a meeting
8 with the College Representatives. This request shall be
9 addressed to the President of the College.

10 2. Within five (5) calendar days of receipt of such a
11 request a meeting will be scheduled at mutual convenience
12 between a committee of three members of the Federation
13 and three members for the College.

14 3. At this meeting which is to be in session for
15 normally no more than two hours duration, negotiations
16 will be concerned with appropriate compensation and work
17 requirements. The Federation and College Representatives
18 shall supply the other party with relevant data.

19 4. If mutual agreement is not reached at this
20 negotiation session then the Federation shall submit a
21 final offer in writing within five (5) calendar days to
22 the President.

23 5. Rejection or acceptance of the Federation's final
24 offer by the President shall be in writing within five
25 (5) calendar days. Rejection shall mean that a member of
26 the bargaining unit will not be required to work any

1 additional time.

2 6. Failure by the Federation to adhere to the time
3 specifications in subparagraphs (1) and (4) shall mean
4 waiver of further claim, and failure by the President (or
5 his designee) to adhere to the time requirement in
6 paragraph (5) shall mean acceptance of the Federation's
7 final offer.

8 3.4 Student Ratio

9 The College shall continue to use educationally sound
10 principles in determining the maximum number of students per
11 course section.
12

13 3.5 Librarians, Audio-Visual Personnel, Counselors and College
14 Nurse Working Hours

15 The usual work week for librarians, audio-visual personnel,
16 counselors, and College Nurse shall be 40 hours over a five
17 consecutive day period, including a one hour lunch period
18 daily.

19 3.6 Consultation Hours

20 (a) Each member of the teaching staff shall maintain at least
21 five hours per week for consultation with students. Such
22 hours shall be in addition to his/her scheduled classes.

23 (b) Students may make consultation appointments with the
24 faculty member or his/her secretary.

25 (c) All office schedules for faculty members for consultation
26 (including off-campus office hours) shall be subject to the

1 approval of the Vice President of Faculty. Office hours shall
2 not be scheduled on a total of less than 3 days and no office
3 hours shall be less than 15 minutes duration.

4
5 3.7 Field Trips and Authorized Off-Campus Assignments

6 (a) A field trip shall be defined as any educational
7 activity, approved by the President or his designee. Mileage
8 reimbursement shall be "clocked" from approved point of origin
9 to the approved point of conclusion. The College shall make
10 every effort to supply transportation for all such field
11 trips. If the College requests that the unit member use
12 his/her own transportation and the unit member agrees, he or
13 she shall be reimbursed at the rate of twenty-two cents per
14 mile. The College shall provide liability insurance of at
15 least \$300,000 whenever the unit member is required to drive
16 on such College business.

17 (b) If a unit member is required or receives approval to make
18 a trip on College business, he or she shall be reimbursed for
19 the most convenient and economical mode of transportation or
20 the above specified auto mileage reimbursement.

21 (c) Unit members will be compensated at twenty-two cents per
22 mile for travel to and from off-campus assignments in excess
23 of the mileage required for a round trip to the College from
24 their homes.

25 3.8 Attendance at College Functions

26 Attendance by unit members at commencement is mandatory, and

attendance at a reasonable number of other college functions is encouraged. The College will furnish academic attire when needed, at no cost to the unit member.

3.9 Textbooks and Other Teaching Materials

The appropriate administrator shall secure requests for textbooks and teaching materials from unit members and forward the recommendations to the President or his designated representative.

3.10 Faculty Schedules

Master schedules and individual assignments shall reside with the Vice President of Faculty cooperating with the appropriate administrator. Announcement of a tentative master schedule will be made to the faculty prior to posting and the appropriate administrator shall provide to each unit member within his/her area a scheduling preference form. Conflicts in schedule preference will be resolved by the appropriate administrator in consultation with the affected unit member(s). If and when changes in the tentative master schedule are necessitated, the Federation President will be notified. It will be the responsibility of the Federation to notify each affected unit member of the pending change. Thereafter it will be the responsibility of the unit member to consult with the appropriate administrator as to the pending schedule changes.

1 3.11 Course Preparation

2 Teaching members will normally have no more than three
3 different course preparations each semester, unless
4 specifically requested by the member. Where the nature of
5 course offerings and the number of available full-time
6 teaching unit members within the Division prevents the
7 accomplishment of these course preparation guidelines, courses
8 shall be assigned so as to accomplish a minimum number of
9 preparations per unit member.

10
11 3.12 Academic Freedom

12 The Board and Federation subscribe to the following statement
13 on academic freedom:

14 (a) Any unit member is entitled to full freedom in research
15 and in the publication of the results, subject to the
16 satisfactory performance of his or her employment duties.

17 (b) Any unit member is entitled to freedom of discussion in
18 the performance of his or her faculty responsibilities and in
19 the classroom, provided the discussion is relevant to the
20 course.

21 (c) The unit member is a citizen, a member of a learned
22 profession, and an employee of an educational institution.
23 When he or she speaks or writes as a citizen, or exercises his
24 or her legal or constitutional rights, he or she shall be free
25 from institutional censorship or discipline. However, in his
26 or her extramural utterances, he or she has an obligation not

1 to permit the implication that he or she is an institutional
2 spokesperson.

3
4 3.13 Faculty Handbook

5 The Faculty Handbook will not conflict with the terms and
6 conditions specified in this Agreement and nothing herein
7 precludes a faculty member from submitting suggestions.

ARTICLE IV

Personnel Files

4.1 (a) The College shall maintain a personnel file on each unit member which shall include, but not be limited to, the following:

1. Personnel information.
2. Information relating to the unit member's academic and professional accomplishments submitted by the unit member or placed in the file at his or her request.
3. Records generated by the College.
4. Information indicating special achievements, research, performance, and contributions of an academic, professional or civic nature.

(b) At his or her request, the unit member may examine his or her file, referred to in 4.1 (a) and photocopy anything therein at a time mutually convenient to the appropriate administrator and the unit member, within five working days of the initial request.

(c) All materials requested by the College or supplied by the unit member in connection with original employment shall be maintained in a confidential pre-employment file, which shall not be available for examination by the unit member.

(d) A designated administrator will be responsible for the safekeeping of the above mentioned personnel files.

(e) Unit members shall be shown material to be placed in

1 their file and shall acknowledge by signature having seen
2 such. Such acknowledgment shall not necessarily indicate
3 agreement with the material. Unit members shall have the
4 right to respond to any material placed in the file within
5 thirty (30) school days after reviewing such material.
6 Material not so treated shall be removed from the file at the
7 unit member's request or it shall have no force and effect.

8 (f) Material not in the file may not be used against the unit
9 member.

10 (g) Personnel files will continue to be available to the
11 appropriate administrative personnel and board members when
12 matters of promotion, retention and faculty performance are
13 under discussion.

14 (h) If the College requires more than the initial copies of
15 a unit member's transcript(s) or record(s), the request and
16 cost shall be generated and paid by the College. The unit
17 member concerned shall sign such authorization(s) as may be
18 necessary.

ARTICLE V

Contracts, Dismissals and Vacancies

5.1 When the Board of Trustees does not intend to reappoint a non-tenured unit member, notice of such non-reappointment shall be given in writing not later than February 10th of the first and second academic years of service, and not later than December 10th of the third, fourth and fifth years of academic service.

5.2 Each non-tenured unit member shall be notified regarding contract status as indicated in 5.1 supra. Such contract shall contain a clause authorizing the unit member concerned or the Board of Trustees to be released from the said contract with 30 days notice to the other party, with salary pro-rated to the date of termination.

5.3 A non-tenured faculty member's non-renewal may only be for just cause. If the cause is questioned the matter shall be processed through the grievance procedure except that the Board of Trustees shall act as Arbitrator in the final and binding step.

5.4 Unit members will be advised of newly created full-time and part-time administrative, and supervisory positions and full-time faculty positions before public announcement is made.

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Guidelines for Qualifications for Faculty Rank

| RANK | EDUCATION |
|---------------------|---|
| Instructor II | B.A., B.S., or equivalent |
| Instructor I | Master's Degree or equivalent in special fields |
| Assistant Professor | Master's Degree plus 15 acceptable graduate credits or equivalent in special fields |
| Associate Professor | Master's Degree plus 30 acceptable graduate credits or equivalent in special fields |
| Professor | Doctorate or equivalent or Master's Degree with all work completed for Doctorate with exception of dissertation |

For further clarification:

1. It will be highly desirable to have had a minimum of two years teaching or equivalent experience for the rank of Instructor II. To be eligible for the rank of Instructor I a candidate should have had at least two years teaching experience or equivalent in related experience. To be eligible for the Assistant Professor rank, a candidate should have had at least six years of teaching or equivalent experience. To be eligible for the Associate Professor rank, a candidate should have had at least four years of teaching or equivalent experience; and those eligible for the rank of Professor must have had at least eight years of teaching or equivalent experience.

1 2. The Board of Trustees upon recommendation of either the
2 President or the Professional Standards Committee, may grant
3 special recognition to any faculty member who has made
4 distinguished contributions to the College. Because of these
5 contributions, rank guidelines may be waived by the Board of
6 Trustees.

7 3. Faculty members may be employed at salaries higher than
8 the minimum salary for a rank if qualifications are unusual.
9 Such appointments will be made by the Board of Trustees upon
10 the recommendation of the President.

11 4. A candidate is not automatically entitled to placement in
12 the top rank for which his/her academic and experience credits
13 make him/her eligible. The President may recommend employment
14 at any rank at or below the level of the noted qualifications.

15 5. Faculty will not be automatically moved into the next rank
16 when the guidelines for that rank are satisfied. Movement
17 from one rank to another is by promotion only. Not more than
18 30% of the faculty may hold the rank of Professor, and not
19 more than 60% may hold the ranks of Professor and Associate
20 Professor.

1 defined in Article 14.1) shall be provided insurance coverage
2 at the Board of Trustees expense as stated hereinafter. Such
3 retirement benefit shall be operative with the effective date
4 of reception of N.J. retirement pension benefits or TIAA/CREF
5 using the same standards.

6 (a) July 1, 1987 - single coverage basic health
7 insurance.

8 (b) July 1, 1987 - single coverage prescription
9 insurance.

10 (c) July 1, 1988 - Single coverage dental insurance.

11 (d) July 1, 1990 - retiree and spousal coverage for
12 basic health insurance, prescription and dental.

9.5 Requests for Deductions

Unit members may, by executing the proper form as provided by the Board, have automatic self payroll deductions for any of the following purposes:

- (a) Professional Dues
- (b) Government Bonds
- (d) Credit Union
- (d) TIAA and CREF Retirement Programs
- (e) Any Professional Insurance Programs
- (f) Such other as shall be mutually agreed upon by the Federation and the Board.

ARTICLE X

Paid Leaves of Absence

10.1 Sick Leave

Full-time unit members, steadily employed by the Board of Trustees, shall be allowed sick leave with full pay for a period of ten work days in any academic year. Twelve-month employees shall be allowed two additional days per year. Up to ten days accumulated sick leave may be transferred from immediate previous educational employment. Unused sick leave shall be accumulative, to be used for additional sick leave as needed in subsequent years. The Board may require proof of illness.

10.2 Bereavement

(a) A paid bereavement leave of four (4) days maximum will be allowed for each death in the immediate family. Immediate family shall include: father, mother, sister, brother, wife, husband, children, step-children, grandchildren, mother-in-law and father-in-law. Such leave will include the day of death and/or the day of the funeral and to be taken no more than seven (7) days immediately subsequent to the day of the funeral. Additional leave may be granted at the discretion of the President.

(b) In the event of the death of a member of his or her family other than those previously listed, a unit member shall be entitled to one full day to attend the funeral.

1 10.3 Personal Leave

2 Unit members may be granted three (3) days personal leave with
3 pay for bona fide personal business which cannot be handled
4 outside of regular working hours, such as:

5 (a) Real estate closing.

6 (b) Marriage of the unit member or a member of his/her
7 immediate family.

8 (c) Graduation of a member of the immediate family.

9 (d) Required appearance in court wherein the employee is not
10 party and suit with the College.

11 Request for such leave shall be in writing not less than five
12 (5) days in advance, except in the case of an emergency. In a
13 personal emergency situation the employee shall notify the
14 Supervisor as soon as possible.

15 (e) In cases where there is a life threatening illness of a
16 unit member's spouse or child a maximum of six (6) personal
17 days may be utilized provided such illness is certified by an
18 attending physician and further provided that the unit member
19 has unused personal leave days from the prior three years.

20 10.4 Sabbatical Leaves

21 Sabbatical leaves shall be granted by the Board, subject to
22 the following conditions:

23 (a) A faculty member will be eligible for sabbatical after
24 completion of seven years continuous service at the College;
25 or after seven years since his/her last sabbatical leave at
26 the College.

1 (b) Such leave must be applied for during the first semester
2 of the preceding year, with the specific study or research
3 purpose clearly stated in the application.

4 (c) Application shall be submitted to the President.

5 (d) After careful consideration of all applications, the
6 President shall make his recommendation to the Board. Final
7 decision on granting sabbatical leaves shall rest with the
8 Board.

9 (e) Sabbatical leave may be for one half year or one full
10 year. This leave shall be creditable for college seniority.
11 Sabbatical pay for the length of the contract is:

12 1/2 year 100%

13 1 year 60%

14 (f) Sabbatical leaves are not subject to the grievance
15 procedure of this agreement.

1 ARTICLE XI

2 Unpaid Leaves of Absence

3 11.1 Applications for Unpaid Leave

4 Applications for unpaid leaves of absence, other than child
5 rearing, must be made in writing no less than ninety (90) days
6 prior to the effective date of such leave; notice to return
7 must be made in writing no less than one semester prior to the
8 date of return.

9 11.2 Child Rearing Leave

10 Unit members of either sex shall be granted unpaid leave of
11 absence up to one (1) year for care of a newborn child under
12 one-hundred-twenty (120) days of age at the time the leave
13 commences (or for an adopted child less than five (5) years of
14 age) provided that where possible at least sixty (60) days
15 prior written notice is given the College. Unit members
16 granted such leave must return at the start of the next work
17 year. During such leave benefits shall be frozen.

18 11.3 Leave for Personal Reasons

19 A leave for personal reasons may be granted by the Board to a
20 unit member upon mutual consent up to one year.

21 11.4 Leave for Professional Services

22 Leave to serve with AFT, its affiliates or an academic
23 professional organization shall be granted for one year.
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1 11.5 Leave for Advanced Study

2 Leave for advanced study in the unit member's discipline shall
3 be granted for one year. This leave shall be creditable for
4 College seniority.

5 11.6 Leave for Fulbright or Exchange Teaching

6 Leave for one year will be granted to any unit member upon
7 application for the purpose of participating in a Fulbright or
8 other educational exchange program. This leave shall be
9 creditable for College seniority.

10 11.7 Unpaid Leave Benefits

11 If legal and subject to the benefit plan, the Board shall
12 permit unit members on unpaid leaves of absence to continue
13 any and all benefits at their own expense.

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1 year (July 1 to June 30).

2 (c) Nothing herein precludes approval by the President or his
3 designee of beneficial undergraduate courses.

4
5 12.4 Parking

6 A reserved parking area for unit members shall be provided.
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8 12.5 Privileges During Leave

9 All faulty privileges in Article 12 are continued in force
10 during periods of both approved paid and unpaid leaves.
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ARTICLE XIII

Vacation for Twelve Month Unit Members

13.1 Each unit member shall earn pro rata vacation at the rate of 22 days per year of active employment. A total of ten vacation days may be carried into the subsequent year. Vacation time may be carried into the subsequent year except that no more than twelve days may be carried beyond October 15th of such subsequent year.

13.2 Unit member's preference as to the period during which he/she desires to take his/her vacation shall be given full consideration. Vacations must be taken at such times as are consistent with the best interests of the College.

13.3 If at the time of termination of employment a twelve-month unit member has accumulated vacation time, he/she shall be compensated for it up to

30 days x base salary

260 days

(5 x 52)

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1 within one week of said meeting.

2 (d) If the Grievant is not satisfied with the disposition of
3 the grievance by the President of the College or his
4 designee or if no disposition has been made within the
5 time limits in paragraph (c), the grievance shall be
6 transmitted to the Board of Trustees by the Grievant by
7 filing a written copy thereof with the Secretary of said
8 Board. The Board shall, within five calendar weeks of
9 the date of filing, either allow the grievance or hold a
10 hearing on the grievance. No later than one calendar
11 week thereafter, the Board of Trustees shall indicate its
12 disposition of the grievance, in writing, to the
13 Federation. A grievance based on lack of contract offer
14 by the Board of Trustees for non-tenured unit members
15 shall be handled per Article V Section 5.3.

16 (e) If the Federation is not satisfied with the disposition
17 of the grievance by the Board of Trustees, or if no
18 disposition has been made within the period provided in
19 paragraph (d), the grievance may be submitted to
20 arbitration before an impartial arbitrator. If the
21 parties cannot agree on an arbitrator, he shall be
22 selected pursuant to the rules and procedure of the
23 American Arbitration Association, whose rules shall
24 likewise govern the arbitration proceeding. Neither the
25 Board nor the Federation shall be permitted to assert in
26 such arbitration proceeding any ground or to rely on any

1 evidence not previously disclosed to the other part. No
2 more than one (1) substantive issue may be submitted to
3 the arbitrator in a case unless otherwise agreed to in
4 writing by both parties. The arbitrator shall submit a
5 written decision within thirty (30) days of the hearing
6 setting forth his findings of fact, reasoning and
7 conclusions on the issue submitted. The arbitrator shall
8 have no power to alter, add to or subtract from the terms
9 of the Agreement. Both parties agree to be bound by the
10 decision of the arbitrator.

11 (f) Subject to (g) infra, the fees and expenses of the
12 arbitrator shall be shared equally by the parties.

13 (g) No reprisals of any kind shall be taken against any unit
14 member for participating in any grievance. If any unit
15 member for whom a grievance is filed, processed or
16 sustained shall be found to have been unjustly
17 discharged, he or she shall be restored to his or her
18 former position with full reimbursement of all
19 professional compensation lost, and in addition the Board
20 shall pay the entire cost of fees and expenses of the
21 arbitrator. However, if the discharge is found to have
22 been justified, the Federation shall pay the entire cost
23 of fees and expenses of the arbitration.

24 (h) The number of days indicated at each level are to be read
25 as calendar days and should be considered as maximum and
26 every effort should be made to expedite the process.

1 However, the time limits may be extended by mutual
2 consent.

3 (i) All documents, communications and records dealing with
4 grievances shall be filed separately from the personnel
5 file of the participants.

6 (j) It is agreed that each party shall furnish the other with
7 any information in its possession necessary for the
8 processing of any grievance or complaint.

9 (k) If a unit member or a supervisor has a matter which he
10 wishes to discuss with the other, he is free to do so
11 without recourse to the grievance procedure.

12 (l) No grievance shall be adjusted without prior notification
13 to the Federation and an opportunity for a Federation
14 representative to be present, nor shall any adjustment of
15 a grievance be inconsistent with the terms of this
16 Agreement.

17 (m) A grievance may be withdrawn at any level.

1 15.2 Formal Grievance Procedure Form

3 NAME _____

5 POSITION _____

7 DATE OF GRIEVANCE _____

9 DATE OF FILING _____

11 NATURE OF GRIEVANCE:

16 PREVIOUS ACTION, IF ANY, TAKEN BY GRIEVANT:

21 SIGNATURE _____

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DATE RECEIVED BY PRESIDENT _____

DATE OF MEETING WITH GRIEVANT _____

DISPOSITION:

DATE: _____ SIGNATURE _____

DATE RECEIVED BY SECRETARY OF BOARD OF TRUSTEES _____

DATE GRIEVANCE ALLOWED _____

DATE OF HEARING _____

DISPOSITION:

DATE: _____ SIGNATURE _____

1 ARTICLE XVI

2 Duration of Agreement

3 16.1 This Agreement incorporates the entire understanding of the
4 parties on all matters which were or could have been the
5 subject of negotiation and supersedes each and every provision
6 of all prior contracts between the parties. Except as
7 specified, neither party shall be required to negotiate with
8 respect to any such matter whether or not covered by this
9 Agreement and whether or not within the knowledge or
10 contemplation of either or both of the parties at the time
11 they negotiated or executed this Agreement.

12 16.2 This Agreement shall be effective starting July 1, 1992
13 through June 30, 1995 subject to the following:

14 (a) During the month of October 1994 either party may
15 notify the other in writing of its desire to reopen the
16 Agreement for negotiations for the subsequent year.
17 Within thirty days of such notice, the duly authorized
18 representatives designated by the parties will meet.

19 (b) Each unit member shall receive the following salary
20 increases: 5% in 1992/93; 6% in 1993/94; and 7% in
21 1994/95. Where promotions occur the promotion adjustment
22 should increase the previous base salary prior to the
23 adjustment.

24 16.3 At the conclusion of the above period, this Agreement shall
25 continue from year to year thereafter unless either party
26 shall give written notice to the other of its intention to

1 terminate, modify, amend or supplement this Agreement.
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3 by Kenneth D. Meyer
4 Chairperson, Board of Trustees
5
6
7

by David R. Fosky
President, Federation of Teachers

8
9 by Hughson D. Scott
10 Secretary, Board of Trustees
11

by Alphon Eugene
Secretary, Federation of Teachers

12
13
14 by Thomas G. McMahon
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16

17
18 by Barbara Kienstedt
19
20

21
22 by James O. Sloan
23
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25
26 by Roseann Foglio
27
28

29 5/6/92
30 Dated
31

SALARY SCHEDULE

APPENDIX A

10 Month Employees

| | <u>INSTRUCTOR II</u> | <u>INSTRUCTOR I</u> | <u>ASSISTANT</u> | <u>ASSOCIATE</u> | <u>PROFESSOR</u> |
|------------------------------------|----------------------|--|------------------|------------------|------------------|
| 4 <u>1992-93</u> | | | | | |
| 5 Minimum | \$28,073 | \$31,055 | \$33,453 | \$36,465 | \$39,418 |
| 6 Maximum | \$47,320 | \$52,896 | \$57,111 | \$61,395 | \$64,250 |
| 7 <u>1993-94</u> | | | | | |
| 8 Minimum | \$28,915 | \$31,987 | \$34,457 | \$37,559 | \$40,601 |
| 9 Maximum | \$50,159 | \$56,070 | \$60,538 | \$65,079 | \$68,105 |
| 10 <u>1994-95</u> | | | | | |
| 11 Minimum | \$29,927 | \$33,107 | \$35,663 | \$38,874 | \$42,022 |
| 12 Maximum | \$53,670 | \$59,995 | \$64,776 | \$69,635 | \$72,872 |
| 13 Rank Increments | \$447 | \$464 | \$576 | \$640 | \$703 |
| 14 | | | | | |
| 15 Overload Rate per Contact Hour: | | for 92-93 | \$578 | | |
| 16 | | for 93-94 | \$613 | | |
| 17 | | for 94-95 | \$656 | | |
| 18 | | | | | |
| 19 Promotion Factor: | | for 92-93 | \$816 | | |
| 20 | | for 93-94 | \$865 | | |
| 21 | | for 94-95 | \$926 | | |
| 22 | | Plus the increment differential appropriate to new rank. | | | |
| 23 | | | | | |
| 24 | | | | | |

NOTES:

1. Faculty Program Coordinators

Annual compensation for Faculty Program Coordinators if the position continues is determined in the following manner:

| | |
|-----------|---------|
| for 92-93 | \$3,205 |
| 93-94 | \$3,397 |
| 94-95 | \$3,635 |

2. Coop Study/Telecourses/Independent Study

Compensation for Coop Study, Telecourse instruction and independent study is determined in the following manner:

| | Number of Enrolled Students* | Base Rate | | | +Stipend per Student | | |
|------------|------------------------------|-----------|-------|-------|----------------------|-------|-------|
| | | 92/93 | 93/94 | 94/95 | 92/93 | 93/94 | 94/95 |
| a. 1 - 15 | 292 | 310 | 332 | 47 | 50 | 54 | |
| b. 16 - 30 | 511 | 542 | 580 | 47 | 50 | 54 | |

* Students registered for the course as of the 10th day of the semester/session.

3. Coordinator for Security Services

Annual compensation for for service as Coordinator for Security Services if the position continues is determined in the following manner:

| | | |
|--------------------|---------|---------------------------------|
| a. Fall Semester | - | 3 equalized contact hours (ECH) |
| b. Spring Semester | - | 3 equalized contact hours (ECH) |
| c. Summer | - | |
| | 92/93 | 93/94 |
| | \$1,689 | \$1,790 |
| | | \$1,915 |

APPENDIX C

50

- NOTE:
1. Recreation/Intramural sports activities shall be convertible to contact hours on the basis of two (2) clock hours for each equalized contact hour.
 2. Each HPER faculty member's contact hour is equal to fifty minutes.

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